

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

**NATCHITOCHES CITY COUNCIL MEETING
NOVEMBER 13, 2012
5:30 P.M.**

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF OCTOBER 22, 2012**
5. **BID - AWARD:**
#049 Payne Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Emergency Generators And Service Entrance Rated Transfer Switches For The Water Treatment Plant (Bid No. 0534)
6. **ORDINANCES - FINAL**
#045 Mims Ordinance Declaring That The Property Commonly Known As The Council On Aging Building Located On The North Side Of Keyser Avenue Bearing Municipal Address Of 1016 Keyser Avenue Is Surplus Property And Authorizing The Mayor Of The City Of Natchitoches To Convey The Property To The Natchitoches Parish Council On Aging, Approving The Terms And Conditions Of The Sale, Including The Terms Of The Proposed Deed, And Authorizing The Execution Of The Deed By The Mayor After Due Compliance With The Law

#047 Stamey Ordinance Amending The 2012-2013 Budget To Reflect Additional Revenues And Expenditures

#048 Nielsen Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The Historic District Business Association Inc. Which Said Agreement Will Set Forth The Duties And Responsibilities Of Each Party For 2012 Festival of Lights, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance
7. **RESOLUTIONS:**
#100 Morrow Resolution Authorizing A One-Time Salary Supplement Payment To The City Of Natchitoches Employees

#101 Payne Resolution Authorizing The Mayor, Lee Posey, To Execute A Notice Of Award To Rutledge Road Boring For South Drive Manhole Repairs, As The Successful Respondent To A Request For Proposals Issued By The City Of Natchitoches, Louisiana

#102 Stamey Resolution Approving The Transfer Of A Franchise Agreement From Natchitoches Cane River Transit Company, LLC To Natchitoches Carriage Company, LLC Including The Authorization Of The Mayor To Execute An Instrument Approving The Assignment Of The Franchise Agreement

*Rescinded
(Per Mayor Posey)
DOTD to host Public Hearing* **#103 Mims** Resolution Supporting LA DOTD Including Sidewalks On Both Sides Of South Drive (LA Highway #1 Business) In The Next Highway Widening Project Scheduled For 2012-2013

*Rescinded
(Per Mayor Posey)
DOTD to host Public Hearing* **#104 Nielsen** Resolution Supporting LA DOTD Designing And Constructing A "Roundabout" Highway Improvement Project At The Intersection Of South Drive (LA Highway #1 Business) And Woodard Drive

#105 Morrow Resolution Authorizing The Mayor To Enter Into A Contract With Cunningham Agency, Inc. For The Airport Liability Insurance For The City Of Natchitoches

8. ANNOUNCEMENTS:

The City of Natchitoches offices will be closed Thursday, November 22 and Friday, November 23, 2012 for the Thanksgiving Holidays

9. ADJOURNMENT:

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "[Request to Address City Council](#)" form located on the entrance table

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
TUESDAY, NOVEMBER 13, 2012 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Tuesday, November 13, 2012, at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilmen David Stamey, Dale Nielsen and Larry Payne
Councilwoman Sylvia Morrow

Guests:

Absent: None.

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Dale Nielson was asked to lead the pledge of allegiance.

Mayor Posey next brought the reading and approval of the minutes of the October 22, 2012 meeting. Don Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Payne. The roll call vote was as follows:

Ayes:	Payne, Nielson, Mims, Stamey, Morrow.
Nays:	None.
Absent:	None.

Mayor Posey stated that he is truly enjoying being our Mayor right now. He has met a lot of people seeing our beautiful community for the first time and the Mayor thanked the City employees for their hard work and further stated that everyone is doing a great job and it looks so good. Mayor Posey stated that we've had four Veterans' programs this year at Louisiana School, Natchitoches Central, Lakeview and one Sunday afternoon here. Mayor Posey stated that he was very appreciative for all the Veterans. Mayor Posey stated that they started off at 7:00 this morning with breakfast and the people hosting the breakfast said they didn't want to get up early so they tried to get rooms here in Natchitoches and they couldn't get them because the State Cross Country Meet is here. Mayor Posey stated that this is something he had taken for granted. Mayor Posey said he went up there and met some people who help bring that to the community every year at Northwestern and there were people all over that campus. They were having a great time and they love it here. Again, there are just more and more people who come to our community who help in marketing our town. Mayor Posey stated that Chris Maggio and Leon Johnson helped in bringing this to our town and if you run into them, tell them thank you because that is bringing a lot of people into our community and we are lucky to have it. Mayor Posey announced that Donnie Desadier, who is retired from our fire department, lost his fight with cancer this weekend and he asked the Council to keep Mr. Desadier and his family in their thoughts and prayers. Mayor Posey further stated that after the first of the year if everyone wants to try to have a community forum for each district then he would need input from each individual district to look into making this happen.

The following Ordinance was Introduced by Mr. Payne and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 049 OF 2012

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD THE BID FOR EMERGENCY GENERATORS AND
SERVICE ENTRANCE RATED TRANSFER SWITCHES FOR THE WATER
TREATMENT PLANT**

(BID NO. 0534)

WHEREAS, On November 5, 2012, the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities; Don Mims, Councilman at Large; reviewed the bid proposals for the Emergency Generators and Service Entrance Rated Transfer Switches For The Water Treatment Plant (Bid No. 0534)

WHEREAS, this bid was advertised in the *Natchitoches Times* on September 28, October 5 and October 12, 2012 in accordance with law; and

WHEREAS, three bid proposals were received and opened as follows:

- | | |
|---|--------------|
| (1) Cummins Mid-South LLC
Kenner, LA | \$333,597.00 |
| (2) Taylor Power Systems
Geismar, LA..... | \$294,831.00 |
| (3) T.A.W. Power Systems
Shreveport, LA..... | \$283,477.00 |

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **T.A.W. Power Systems** of Shreveport, LA in the amount of \$283,477.00.

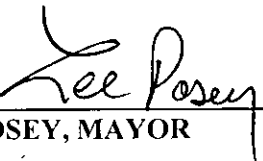
NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.


The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Stamey, Nielsen, Mims, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays
this the 13th day of November, 2012.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14th day of November, 2012 at 10:00 A.M.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

November 5, 2012

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

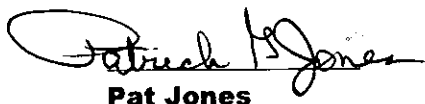
The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Don Mims, has reviewed the engineer's recommendation submitted by Mr. Raymond J. Dunn, Jr., Professional Engineer, with E. E. Consultants, Inc., Alexandria, LA, on Bid # 0534, for the purchase of 3 emergency generators.

The committee was unanimous in its decision to award the bid to the lowest responsive bidder, T.A.W. Power Systems, Shreveport, LA, with a bid of \$283,477.00. The other bids received were from Taylor Power Systems, Geismar, LA, in the amount of \$294,831.00 and Cummins Mid-South LLC, Kenner, LA, with a bid in the amount of \$333,597.00.

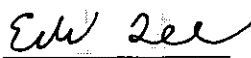
All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the City Council meeting on November 12, 2012.

Sincerely,


Pat Jones

Director of Finance

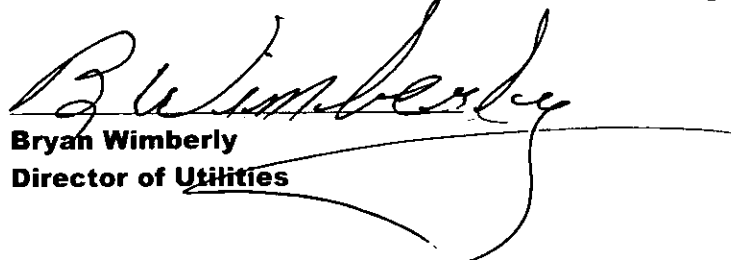


Edd Lee

Director of Purchasing


Don Mims

Councilman At Large


Bryan Wimberly
Director of Utilities

E E Consultants, Inc.

PROFESSIONAL ELECTRICAL ENGINEERS

R. J. DUNN, JR. P.E.

October 31, 2012

City of Natchitoches
Purchasing Department
1400 Sabine Street
Natchitoches, LA 71457

ATTN: Mr. Ed Lee

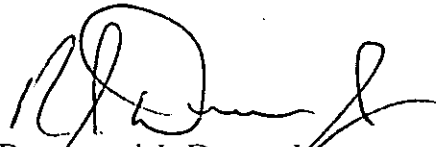
RE: Bid No. 0534
Emergency Generators and Service
Entrance Rated Transfer Switches for
the Water Treatment Plant

Dear Mr. Lee:

I have reviewed the bids received on October 22, 2012 and recommend acceptance of the bid by TAW Power Systems, Inc. in the amount of \$283,477.00.

Very truly yours,

EE CONSULTANTS, INC.



Raymond J. Dunn, Jr.

RJD JR/ngl

cc: Mr. Bryan Wimberly

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 045 OF 2012

AN ORDINANCE DECLARING THAT THE PROPERTY COMMONLY KNOWN AS THE COUNCIL ON AGING BUILDING LOCATED ON THE NORTH SIDE OF KEYSER AVENUE BEARING MUNICIPAL ADDRESS OF 1016 KEYSER AVENUE IS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO CONVEY THE PROPERTY TO THE NATCHITOCHES PARISH COUNCIL ON AGING, APPROVING THE TERMS AND CONDITIONS OF THE SALE, INCLUDING THE TERMS OF THE PROPOSED DEED, AND AUTHORIZING THE EXECUTION OF THE DEED BY THE MAYOR AFTER DUE COMPLIANCE WITH THE LAW.

WHEREAS, in 2001, the City of Natchitoches (City) entered into a Lease with Option to purchase certain property from the Natchitoches Parish School Board, said property commonly known as the Council on Aging building and being more fully described as follows, to-wit:

That certain tract or parcel of land, together with all buildings and improvements located thereon, situated in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 1016 Keyser Avenue, and being more particularly described as follows, to-wit:

Lots Five (5) and Four (4) of Block "E" of Blanchard Road Subdivision, Unit No. 2, as shown on a plat of survey prepared by A. J. Brouillette, a registered surveyor, in Map Slide 116B of the records of Natchitoches Parish, Louisiana, and as is also shown on a plat recorded at Map Slide 105A of the records of Natchitoches Parish, Louisiana.

The said property being bounded on the South by Keyser Avenue, on the West by Renee Street, on the North by Lot Six of Blanchard Road Subdivision, Unit No. 2, and on the East by property, now or formerly of Humble Oil Company.

(Sometimes hereinafter referred to as "Subject Property"); and

WHEREAS FURTHER, in 2009, the City exercised its option to purchase the property from the Natchitoches Parish School Board for the total consideration of \$400,000.00, by deed recorded January 14, 2010, at Conveyance Book 637, page 537 acquired the Subject Property; and

WHEREAS FURTHER, that the Subject Property was made available for use by the Natchitoches Parish Council on Aging (Sometimes hereinafter referred to as "Council on Aging") through a Cooperative Endeavor Agreement in order to provide services to the elderly residents of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, the Council on Aging now has funds available to purchase and improve the Subject Property with the intent to continue to utilize the Subject Property to provide services to the elderly citizens of the City and Parish of Natchitoches Louisiana; and

WHEREAS FURTHER, an appraisal of the Subject Property, dated September 2012, has been completed by Steven D. Sholar, and the appraisal reflects an appraised value of \$420,000.00, and the Council on Aging has agreed to pay that price for the Subject Property; and

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be sold to any person after due advertisement and compliance with the law which is to include a finding and declaration that the property is no longer needed for any public purpose; and

WHEREAS FURTHER, the City Council of the City of Natchitoches does hereby find that the Subject Property is not needed by the City for any public purpose, and in fact, the best use of the property would be its continued use as a facility utilized for providing services to the elderly citizens of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, in order to insure the continued current use the Subject Property, the deed conveying the Subject Property to the Council on Aging shall include a clause requiring such use for a ten year period and shall include an option in favor of the City to repurchase the Subject Property if the Council on Aging should cease to use the Subject Property for that purpose; and

WHEREAS FURTHER, the City Council of the City of Natchitoches finds that as the Subject Property is being conveyed to the Council on Aging, there is no further need for the Cooperative Endeavor Agreement or any other agreement with the Council on Aging, and all such agreements should be terminated; and

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That the City Council of the City of Natchitoches finds that the Subject Property, described above, is not needed for any public purpose by the City.

(2) That the City Council has reviewed and approves the form of the deed from the City of Natchitoches to the Council on Aging.

(3) That after due proceedings and advertisement, the City does sale the property to the Natchitoches Parish Council on Aging for the appraised value and sum of \$420,000.00, cash, under the terms and conditions set forth therein, but only after final adoption of this ordinance, and after final compliance with due legal proceedings and advertisements required by law.

(4) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that the ordinance be posted in the City Hall.

(5) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(6) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a deed to sale the subject property to Natchitoches Parish Council on Aging for the total sum of \$420,000.00, all in conformance with the terms of the deed, a copy of which is attached hereto.

(7) That the City Clerk be authorized to advertise this proposed sale in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

THIS ORDINANCE was introduced on October 8, 2012 and published in the *Natchitoches Times* on October 12, 19, and 26, 2012

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

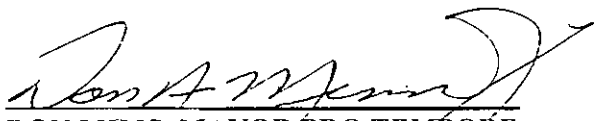
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Mims, Nielsen, Payne, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this the 13th day of November, 2012.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14th day of November, 2012 at 10:00 A.M.

DEED AND TRANSFER OF PROPERTY

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

BE IT KNOWN, That this day before me, the undersigned Notaries Public, in and for the above stated jurisdiction, duly commissioned and sworn, came and appeared:

CITY OF NATCHITOCHES, LOUISIANA, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by its Mayor, duly authorized to act herein pursuant to Ordinance Number 62 of 2008, a copy of which is attached hereto

(sometimes hereinafter referred to as "**CITY**");

who declared that it does, by these presents, **GRANT, BARGAIN, SELL, SET OVER, TRANSFER, CONVEY AND DELIVER**, with all legal warranties and full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, together with all rights of prescription, whether acquisitive or liberative, unto:

NATCHITOCHES VOLUNTEER COUNCIL ON AGING, INC., a Louisiana not for profit corporation established pursuant to the provisions of Louisiana R.S. 46:1601 et. seq., herein represented by John Lynch, duly authorized to act by resolution of the Natchitoches Volunteer Council on Aging, Inc. dated November 2, 2012, a copy of which is attached hereto and made a part hereof, with mailing address of 1016 Keyser Avenue, Natchitoches, Louisiana 71457

(sometimes hereinafter referred to as "**COUNCIL**");

the following described property, to-wit:

That certain tract or parcel of land, together with all buildings and improvements located thereon, situated in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 1016 Keyser Avenue, and being more particularly described as follows, to-wit:

Lots Five (5) and Four (4) of Block "E" of Blanchard Road Subdivision, Unit No. 2, as shown on a plat of survey prepared by A. J. Brouillette, a registered surveyor, in Map Slide 116B of the records of Natchitoches Parish, Louisiana, and as is also shown on a plat recorded at Map Slide 105A of the records of Natchitoches Parish, Louisiana.

The said property being bounded on the South by Keyser Avenue, on the West by Renee Street, on the North by Lot Six of Blanchard Road Subdivision, Unit No. 2, and on the East by property, now or formerly of Humble Oil Company.

TO HAVE AND TO HOLD said described property unto said purchaser, its heirs, successors and assigns, forever.

This sale is made for the consideration of Four Hundred Twenty Thousand and no/100 (\$420,000.00) dollars receipt of which is hereby acknowledged and the additional consideration which is more fully set forth as follows, to-wit:

1) The Vendee hereby covenants and agrees to continue to operate a facility on the property conveyed herein that will provide services to the elderly of the City and Parish of Natchitoches, Louisiana for a period of at least ten years. In the event that Vendee ceases to operate such a facility or if the Vendee should offer the property for sale, then in that event, the Vendor shall have an option to purchase the property for the sum and price of Four Hundred and Twenty Thousand and no/100 (\$420,000.00) dollars

2) Any and all cooperative endeavor agreements or any similar type of agreement between the City and the Council are hereby declared to be terminated and at an end.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operations, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, or upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interest.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vice and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any right Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

The certificate of mortgage is hereby waived by the parties. Taxes are assumed by the Vendee. No title opinion given by Notary hereto unless under separate cover letter.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

DONE AND PASSED at my office in said Parish of Natchitoches, State of Louisiana, in the presence of the undersigned competent witnesses, and me, Notary Public, on this the 15th day of November, 2012.

ATTEST:

CITY OF NATCHITOCHES, LOUISIANA

Stacy McQueary
Witness Signature

Lee Posey
by: Mayor Lee Posey

Stacy McQueary
Printed Witness Name

Hannah Perot-Weninger
Witness Signature

Hannah Perot-Weninger
Printed Witness Name

Edd R. Lee Edd R. Lee

NOTARY PUBLIC
Notary No. 15749

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THUS DONE AND SIGNED on this the 31st day of January, 2013, in the presence of the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana.

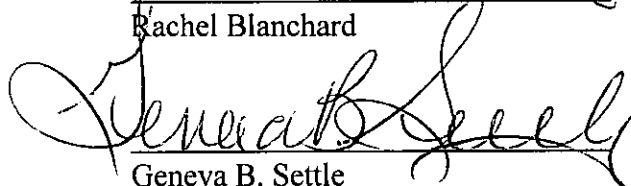
WITNESSES:

**NATCHITOCHES VOLUNTEER
COUNCIL ON AGING, INC.**



Rachel Blanchard


by: John Lynch



Geneva B. Settle


DANIEL T. MURCHISON, JR.

616 Front Street
Natchitoches, Louisiana 71457
Bar Roll No. 20307
LA License No. 2381

Daniel T. Murchison, Jr.
616 Front Street
Natchitoches, Louisiana 71457
Bar Roll No. 20307
LA License No. 2381

**Board Resolution
For
PROPERTY ACQUISITION**

State of Louisiana, Parish of Natchitoches

On the 2nd of November, 2012, at a meeting of the Board of Directors of the Natchitoches Parish Council on Aging, a corporation held in the city of Natchitoches, State of Louisiana with a quorum of the directors present, the following business was conducted: It was duly moved and seconded that the following resolution be adopted:

Be it resolved that the Board of Directors of the above corporation hereby authorize John Lynch, Board of Directors Chairman, his successors in the office to negotiate, on terms and conditions that he may deem advisable, and enter into a purchase agreement contract with the City of Natchitoches and financed by People's State Bank, for acquisition of the property at 1016 Keyser Avenue, Natchitoches, Louisiana for an amount not to exceed \$425,000.00, at the interest rate not to exceed 3¼ %, to mature no later than 30 years, payable from the proceeds of Video Bingo and to execute said documents on behalf of the corporation, and further we do hereby give him the power and authority to do all things necessary to implement, maintain, amend or renew said document.

Whereas, in compliance with the terms and provisions of Chapter 46, Section 1602 and Chapter 12, Section 201, et seq of the Louisiana Revised Statutes and the 1969 Articles of Incorporation of Natchitoches Volunteer Council on Aging, Inc.,

By virtue of applicant/issuer's application for acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

The above resolution was passed by a majority of those present and voting in accordance with the by-laws and articles of incorporation.
I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors.

HELD ON THE 2ND DAY OF NOVEMBER, 2012.


Deanna Fowler, SECRETARY

2012 NOV 02 PM 04:00
Natchitoches Parish Council on Aging
1016 Keyser Avenue
Natchitoches, LA 70571

1016 Keyser Avenue
Natchitoches, LA 70571
407-482-1111

3-11-2012

04-11-2012

407-482-1111

04-11-2012

407-482-1111

DISBURSEMENTS SUMMARY / BALANCE SHEET

Buyer: Natchitoches Volunteer Council on Aging, Inc.
Seller: City of Natchitoches
Lender: MidSouth Bank, N.A.
Settlement Agent: Daniel T. Murchison, Jr.
 (318)352-2302
Place of Settlement: 616 Front Street
 Natchitoches, Louisiana 71457
Settlement Date: January 31, 2013
Property Location: 1016 Keyser Avenue
 Natchitoches, LA 71457
 Natchitoches County, Louisiana

INCOMING FUNDS

MidSouth Bank, N.A.	Loan Funding Amount	425,000.00
	Total Incoming Funds	425,000.00

DISBURSEMENTS

32719	City of Natchitoches	Closing Proceeds	420,000.00
32720	Natchitoches Volunteer Council on Aging, Inc.	Excess Cash to Close	2,530.90
32721	MidSouth Bank, N.A.	Loan Closing	16.00
	Flood certification:	16.00	
32722	Murchison and Murchison, LLC	Settlement Agents Fees	2,115.68
	Agent's portion of the total title insurance premium	1,249.68	
	Attorney Fee	450.00	
	Title Exam	125.00	
	Notary Fee	75.00	
	Recording Fee Deed	50.00	
	Recording Fee-1st Mortgage	166.00	
32723	Fidelity National Title Insurance Company	Title Charges	337.42
	Underwriter's portion of the total title insurance premium	312.42	
	Closing Protection Letter	25.00	
Number of checks - 5			Total Disbursements 425,000.00

Fidelity National Title Insurance Company

Commitment Number: 13007

SCHEDULE A

1. Effective Date: January 22, 2013 at 08:00 AM
2. Policy or Policies to be issued: Amount
 - (a) _____ Owner's Policy (ALTA Own. Policy (06/17/06))
Proposed Insured:
 - (b) X Loan Policy (ALTA Own. Policy (06/17/06)) \$ 425,000.00
Proposed Insured:
MidSouth Bank, N.A., its successors and/or assigns as their
respective interests may appear.
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
City of Natchitoches
5. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Murchison and Murchison, LLC

By: 

Daniel T. Murchison, Jr., Agent

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Fidelity National Title Insurance Company

Commitment Number: 13007

EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

That certain tract or parcel of land, together with all buildings and improvements located thereon, situated in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 1016 Keyser Avenue, and being more particularly described as follows, to-wit:

Lots Five (5) and Four (4) of Block "E" of Blanchard Road Subdivision, Unit No. 2, as shown on a plat of survey prepared by A. J. Brouillette, a registered surveyor, in Map Slide 116B of the records of Natchitoches Parish, Louisiana, and as is also shown on a plat recorded at Map Slide 105A of the records of Natchitoches Parish, Louisiana.

LESS AND EXCEPT that tract identified as parcel no. 12-1, and conveyed to Department of Transportation and Development by deed recorded December 20, 1988 at Conveyance Book 443, page 173 of the Records of Natchitoches Parish, Louisiana.

The said property being bounded on the South by Keyser Avenue, on the West by Renee Street, on the North by Lot Six of Blanchard Road Subdivision, Unit No. 2, and on the East by property, now or formerly of Humble Oil Company.

**A. Settlement Statement (HUD-1)****B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number: 13007	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Buyer: Natchitoches Volunteer Council on Aging, Inc. 1016 Keyser Avenue Natchitoches, Louisiana 71457	E. Name and Address of Seller: City of Natchitoches Post Office Box 37 Natchitoches, Louisiana 71457	F. Name and Address of Lender: MidSouth Bank, N.A. 4115 University Parkway Natchitoches, Louisiana 71457
G. Property Location: 1016 Keyser Avenue Natchitoches, LA 71457 Natchitoches County, Louisiana	H. Settlement Agent: Daniel T. Murchison, Jr. 616 Front Street Natchitoches, Louisiana 71457 Ph. (318)352-2302 Place of Settlement: 616 Front Street Natchitoches, Louisiana 71457	I. Settlement Date: January 31, 2013

J. Summary of Buyer's transaction	K. Summary of Seller's transaction
100. Gross Amount Due from Buyer:	400. Gross Amount Due to Seller:
101. Contract sales price 420,000.00	401. Contract sales price 420,000.00
102. Personal property	402. Personal property
103. Settlement Charges to Buyer (Line 1400) 2,469.10	403.
104.	404.
105.	405.
Adjustments for items paid by Seller in advance	Adjustments for items paid by Seller in advance
106. City/Town Taxes to	406. City/Town Taxes to
107. County Taxes to	407. County Taxes to
108. Assessments to	408. Assessments to
109.	409.
110.	410.
111.	411.
112.	412.
120. Gross Amount Due from Buyer 422,469.10	420. Gross Amount Due to Seller 420,000.00
200. Amounts Paid by or in Behalf of Buyer	500. Reductions in Amount Due Seller:
201. Deposit or earnest money	501. Excess deposit (see instructions)
202. Principal amount of new loan(s) 425,000.00	502. Settlement charges to Seller (Line 1400)
203. Existing loan(s) taken subject to	503. Existing loan(s) taken subject to
204.	504. Payoff First Mortgage
205.	505. Payoff Second Mortgage
206.	506.
207.	507.
208.	508.
209.	509.
Adjustments for items unpaid by Seller	Adjustments for items unpaid by Seller
210. City/Town Taxes to	510. City/Town Taxes to
211. County Taxes to	511. County Taxes to
212. Assessments to	512. Assessments to
213.	513.
214.	514.
215.	515.
216.	516.
217.	517.
218.	518.
219.	519.
220. Total Paid by/for Buyer 425,000.00	520. Total Reduction Amount Due Seller
300. Cash at Settlement from/to Buyer	600. Cash at settlement to/from Seller
301. Gross amount due from Buyer (line 120) 422,469.10	601. Gross amount due to Seller (line 420) 420,000.00
302. Less amount paid by/for Buyer (line 220) (425,000.00)	602. Less reductions due Seller (line 520)
303. Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Buyer 2,530.90	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller 420,000.00

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Buyer Natchitoches Volunteer Council on Aging, Inc.

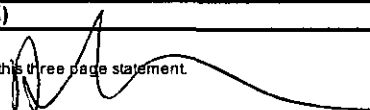
BY: [Signature]

Seller City of Natchitoches

BY: _____

L. Settlement Charges									
700. Total Real Estate Broker Fees									
Division of commission (line 700) as follows:									
701.	\$	to							
702.	\$	to							
703.	Commission paid at settlement								
704.									
705.									
800. Items Payable in Connection with Loan									
801.	Our origination charge		\$	(from GFE #1)					
802.	Your credit or charge (points) for the specific interest rate chosen		\$	(from GFE #2)					
803.	Your adjusted origination charges			(from GFE #A)		0.00			
804.	Appraisal fee		to	(from GFE #3)					
805.	Credit Report		to	(from GFE #3)					
806.	Tax service		to	(from GFE #3)					
807.	Flood certification		to	MidSouth Bank, N.A.		(from GFE #3)	16.00		
808.				(from GFE #3)					
809.				(from GFE #3)					
810.				(from GFE #3)					
811.				(from GFE #3)					
900. Items Required by Lender to Be Paid in Advance									
901.	Daily interest charges from		01/31/13	to	02/01/13	1 @ \$/day	(from GFE #10)		
902.	Mortgage insurance premium for		months	to		(from GFE #3)			
903.	Homeowner's insurance for		years	to		(from GFE #11)			
904.						(from GFE #11)			
905.						(from GFE #11)			
1000. Reserves Deposited with Lender									
1001.	Initial deposit for your escrow account					(from GFE #9)			
1002.	Homeowner's insurance		months	@	\$	per month	\$		
1003.	Mortgage insurance		months	@	\$	per month	\$		
1004.	Property taxes						\$		
1005.							\$		
1006.			months	@	\$	per month	\$		
1007.			months	@	\$	per month	\$		
1008.							\$		
1009.	Aggregate adjustment						\$		
1100. Title Charges									
1101.	Title services and lender's title insurance					(from GFE #4)	2,237.10		
1102.	Settlement or closing fee					\$			
1103.	Owner's title insurance to Fidelity National Title Ins					(from GFE #5)			
1104.	Lender's title insurance to Fidelity National Title Ins					\$	1,562.10		
1105.	Lender's title policy limit		\$	425,000.00					
1106.	Owner's title policy limit		\$						
1107.	Agent's portion of the total title insurance premium		to	Murchison and Murchison, LLC		\$	1,249.68		
1108.	Underwriter's portion of the total title insurance premium		to	Fidelity National Title Ins		\$	312.42		
1109.	Closing Protection Letter		to	Fidelity National Ins.		\$	25.00		
1110.	Attorney Fee		to	Murchison and Murchison, LLC		\$	450.00		
1111.	Title Exam		to	Murchison and Murchison, LLC		\$	125.00		
1112.	Notary Fee		to	Murchison and Murchison, LLC		\$	75.00		
1113.						\$			
1200. Government Recording and Transfer Charges									
1201.	Government recording charges		to	Murchison and Murchison, LLC		(from GFE #7)	216.00		
1202.	Deed \$		50.00	Mortgage \$	166.00	Releases \$	Other \$		
1203.	Transfer taxes					(from GFE #8)			
1204.	City/County tax/stamps		\$		\$				
1205.	State tax/stamps		\$		\$				
1206.									
1207.									
1300. Additional Settlement Charges									
1301.	Required services that you can shop for					(from GFE #6)			
1302.	Pest Inspection					\$			
1303.						\$			
1304.						\$			
1305.						\$			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)							2,469.10		

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)
By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.


Daniel T. Murchison, Jr., Settlement Agent



Fidelity National Title Insurance Company

POLICY NO.: LA2381-10-13007-2013.2730718-88084884

LOAN POLICY OF TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. *Title being vested other than as stated in Schedule A.*
2. *Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from*
 - (a) *A defect in the Title caused by*
 - (i) *forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;*
 - (ii) *failure of any person or Entity to have authorized a transfer or conveyance;*
 - (iii) *a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;*
 - (iv) *failure to perform those acts necessary to create a document by electronic means authorized by law;*
 - (v) *a document executed under a falsified, expired, or otherwise invalid power of attorney;*
 - (vi) *a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or*
 - (vii) *a defective judicial or administrative proceeding.*
 - (b) *The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.*
 - (c) *Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.*
3. *Unmarketable Title.*
4. *No right of access to and from the Land.*
5. *The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to*
 - (a) *the occupancy, use, or enjoyment of the Land;*
 - (b) *the character, dimensions, or location of any improvement erected on the Land;*
 - (c) *the subdivision of land; or*
 - (d) *environmental protection**if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.*
6. *An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.*
7. *The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.*
8. *Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.*
9. *The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage*
 - (a) *forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;*
 - (b) *failure of any person or Entity to have authorized a transfer or conveyance;*
 - (c) *the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;*

- (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
 11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
 - (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
 12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
 13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title:
 - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer a constituted fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officer.

LA2381 13007
 Murchison & Murchison, L.L.C.
 616 Front St, P O Box 226
 Natchitoches, LA 71457
 Tel: (318) 352-2302
 Fax: (318) 352-7548

Fidelity National Title Insurance Company



By: *[Signature]*
 ATTEST: *[Signature]*
 President
 Secretary

Countersigned: _____

Authorized Signatory

Daniel T. Murchison, Jr.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of

(i) the amount of the principal disbursed as of Date of Policy;

(ii) the amount of the principal disbursed subsequent to Date of Policy;

(iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;

(iv) interest on the loan;

(v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;

(vi) the expenses of foreclosure and any other costs of enforcement;

(vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;

(viii) the amounts to pay taxes and insurance; and

(ix) the reasonable amounts expended to prevent deterioration of improvements; but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

(e) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;

(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;

(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(D) successors to an Insured by its conversion to another kind of Entity;

(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured, or

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;

(ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

(f) "Insured Claimant": An Insured claiming loss or damage.

(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.

(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(l) "Title": The estate or interest described in Schedule A.

(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title

or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations

to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant

that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for litigation voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Con-

ditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against noninsured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder

or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction. **(NOT VALID IN THE STATE OF LOUISIANA)**

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

SCHEDULE A

Name and Address of Title Insurance Company: Fidelity National Title Insurance Company
113 Rosa Avenue
Metairie, Louisiana 70005
File Number: 13007 Policy Number: 2730718-88084884
Loan No.:
Address Reference: 1016 Keyser Avenue
Natchitoches, LA 71457
Amount of Insurance: \$ 425,000.00 Premium: \$ 1,512.10
Date of Policy: February 1, 2013 at 09:56 AM

1. Name of Insured:
MidSouth Bank, N.A., its successors and/or assigns as their respective interests may appear.
2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:
Fee Simple
3. Title is vested in:
Natchitoches Volunteer Council on Aging, Inc.
4. The Insured Mortgage and its assignments thereof, if any, are described as follows:
Multiple Indebtedness Mortgage, with a maximum indebtedness of \$50,000,000.00, executed by Natchitoches Volunteer Council on Aging, Inc. to MidSouth Bank, N.A., dated January 31, 2013, filed for record on February 1, 2013 at Mortgage Book 982, page 495 of the Records of Natchitoches Parish, Louisiana, with an initial indebtedness of \$425,000.00.
5. The Land referred to in this policy is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Murchison and Murchison, LLCBy: 

Daniel T. Murchison, Jr., Agent

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Fidelity National Title Insurance Company

SCHEDULE B

File Number: 13007

Policy Number: 2730718-88084884

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by either the public records or the records or any taxing authority that levies taxes or assessments on real property.
2. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Rights or claims of parties in possession, boundary line disputes, overlaps, encroachments, and any other matters not shown by the public records which would be disclosed by an accurate survey and inspection of the land described in Schedule C.
5. All rights in and to oil, gas and other fugacious minerals leased, granted or retained by current or prior owners.
6. Payment of taxes for 2013 and subsequent years. (Taxes for 2012 and prior years have been paid.)

Taxes for 2013 are EXEMPT.
7. Right of Way in favor of Trans La Gas dated June 10, 1992 and recorded at Conveyance Book 474, page 761 of the Records of Natchitoches Parish, Louisiana.

Fidelity National Title Insurance Company

EXHIBIT A

File Number: 13007

Policy Number: 2730718-88084884

The Land referred to in this policy is described as follows:

That certain tract or parcel of land, together with all buildings and improvements located thereon, situated in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 1016 Keyser Avenue, and being more particularly described as follows, to-wit:

Lots Five (5) and Four (4) of Block "E" of Blanchard Road Subdivision, Unit No. 2, as shown on a plat of survey prepared by A. J. Brouillette, a registered surveyor, in Map Slide 116B of the records of Natchitoches Parish, Louisiana, and as is also shown on a plat recorded at Map Slide 105A of the records of Natchitoches Parish, Louisiana.

LESS AND EXCEPT that tract identified as parcel no. 12-1, and conveyed to Department of Transportation and Development by deed recorded December 20, 1988 at Conveyance Book 443, page 173 of the Records of Natchitoches Parish, Louisiana.

The said property being bounded on the South by Keyser Avenue, on the West by Renee Street, on the North by Lot Six of Blanchard Road Subdivision, Unit No. 2, and on the East by property, now or formerly of Humble Oil Company.

ENDORSEMENT

Attached to Policy No. 2730718-88084884



Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: February 1, 2013

Murchison and Murchison, LLC

By: 

Daniel T. Murchison, Jr.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



By: 

President

ATTEST 

Secretary

Mayor Posey asked what the sales price is for this property. Mr. Mims stated that sales price is \$420,000.00.

Mayor Posey thanked the Council on Aging for their work here in our community. Mayor Posey state that this would be a good time for the people to hear what is being proposed for the new building and their plan. Mr. John Lynch introduced himself and stated that he is the President of the Council on Aging. He state that the Council on Aging would purchase of the property. He continued that this would be a 2 phase project. First, the construction of a new building which would house the administrative office for the Council on Aging and also include OCF and Veteran's Administration. The intent would be one stop shopping for our seniors. This new building would be toward the front of the property to allow for a little more parking. This phase would start summer of next year and run through its completion and then the second phase would be the remodel of the existing building at the rear of the property to be the activities center. He state that they would like to see that start probably early in 2014 to be completed by the third or fourth quarter of the year. Mr. John Lynch further stated that Senator Long is very supportive with this project. Ms. Barrios added that there will be a new walking track as well, and she is currently looking into a grant for a therapeutic swimming pool for seniors. Ms. Morrow asked Ms. Barrios is they made a decision as to taking on the adult day care center. Ms. Barrios stated that they will not be able to do that at this time. Ms. Barrios stated that the project is quite expensive and they would have to have another property to do that program. Mayor Posey and David Stamey thanked the Council on Aging for all their hard work.

The following Ordinance was Introduced by Mr. Stamey and Seconded by Ms. Morrow as follows, to-wit:

ORDINANCE NO. 047 OF 2012

AN ORDINANCE AMENDING THE 2012-2013 BUDGET TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES

WHEREAS, Louisiana Statute (R.S. 39: 1310 – 1311) requires that the City amend its operating budgets when fund balance is being budgeted, and there is a 5% unfavorable variance in revenues or expenditures.

NOW, THEREFORE BE IT RESOLVED, that the budget be amended to reflect these additional revenues and expenditures as follows:

	2012-2013 Original Budget	2012-2013 Amended Budget	Increase/Decrease
Fund 001 – General Fund			
001-0000-432-11-00 State/Supplemental Pay	\$0	\$550,000	\$550,000
001-5401-540-10-02 Police/Non-Admin	\$2,069,206	\$2,344,206	\$275,000
001-5300-530-10-02 Fire/Non-Admin	\$1,483,731	\$1,738,731	\$255,000
001-5800-580-10-06 Marshal's Office	\$136,884	\$156,884	\$20,000
Fund 026 LAC/Traffic Enforcement Program			
026-0000-446-10-00 Public Safety/Traffic Tickets	\$0	\$16,000	\$16,000
026-0000-591-35-55 Operating Services/District Attorney/City Court	\$0	\$8,000	\$8,000
Fund 047 Natchitoches Litter Abatement			
047-0000-591-35-16 Operating Services/Promotional/Improvement	\$0	\$150	\$150
047-0000-591-45-00 Expenses/Transfer Out	\$0	\$2,200	\$2,200
Fund 051 Downtown Riverbank Wall			
051-0000-431-06-01 Local Grant/Cane River Waterway Commission	\$50,000	\$40,000	(\$10,000)
051-0000-591-20-13 Contractual Services/Construction	\$7,000	\$0	(\$7,000)
051-0000-591-30-13 Materials and Supplies/Building and Ground Maintenance	\$5,125	\$0	(\$5,125)
Fund 064 NW Law Enforcement Plan Agency Grant			
064-0000-481-00-00 Miscellaneous Income	\$0	\$1,500	\$1,500

064-0000-591-40-02 Other Expense/Travel/Per Diem/Hotel	\$2,000	\$7,000	\$5,000
	2012-2013 Original Budget	2012-2013 Amended Budget	Increase/Decrease
Fund 079 Virginia Baker Park			
079-0000-491-02-00 Transfer In – Utility Fund	\$0	\$8,000	\$8,000
079-0000-591-20-13 Contractual Services/Construction	\$0	\$15,650	\$15,650
079-0000-591-30-13 Materials and Supplies/Building and Ground Maintenance	\$0	\$2,000	\$2,000
Fund 089 The Rapides Foundation			
089-0000-431-03-00 Local Grant	\$0	\$5,000	\$5,000
089-0000-591-30-13 Materials and Supplies/Building and Ground Maintenance	\$0	\$5,000	\$5,000
Fund 137 Local Government Assistance Program			
137-0000-491-11-00 Transfer/From Hazard Tax Fund	\$0	\$10,000	\$10,000
137-0000-591-90-51 Improvements/Building and Grounds	\$0	\$41,000	\$41,000
Fund 139 Airport Hangar			
139-0000-591-20-03 Contractual Services/Engineering Services	\$0	\$25,000	\$25,000
139-0000-591-20-13 Contractual Services/Construction	\$0	\$41,000	\$41,000
Fund 141 LCDBG Housing			
141-0000-432-09-00 State Grant	\$0	\$10,000	\$10,000
141-0000-591-20-04 Contractual Services/Consultants	\$0	\$2,500	\$2,500
141-0000-591-20-13 Contractual Services/Construction	\$0	\$7,500	\$7,500

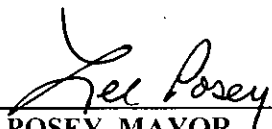
Fund 214 EECBG			
214-0000-433-09-00 Federal Grant	\$0	\$13,000	\$13,000
214-0000-591-20-13 Contractual Services/Construction	\$0	\$13,000	\$13,000


THIS ORDINANCE was introduced on October 22, 2012 and published in the *Natchitoches Times* on October 26, 2012.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Stamey, Morrow, Payne, Nielsen, Mims
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this the 13th day of November, 2012.


 LEE POSEY, MAYOR


 DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14th day of November, 2012 at 10:00 A.M.

Mr. Stamey asked Mr. Jones to confirm that this was simply a matter to house-keeping or record keeping. Mr. Jones stated that at the previous meeting it was discussed in detail, however, yes this is just a matter of house-keeping. With no further discussion, the roll call vote was as follows:

The following Ordinance was introduced by Mr. Nielsen and seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 048 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE HISTORIC DISTRICT BUSINESS ASSOCIATION INC. WHICH SAID AGREEMENT WILL SET FORTH THE DUTIES AND RESPONSIBILITIES OF EACH PARTY FOR 2012 FESTIVAL OF LIGHTS, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS FURTHER, the Historic District Business Association, Inc. (sometimes hereinafter "HDBA") is a non-profit Louisiana corporation which has undertaken the coordination and presentation of the 2012 Festival of Lights celebration in Natchitoches, Louisiana, assuming the role that the Natchitoches Chamber of Commerce has played in the past; and

WHEREAS FURTHER, the Festival of Lights has grown to include events and presentations that occur over a 50 day period, beginning November 17, 2012 and continuing through January 6, 2013; and

WHEREAS FURTHER, the City Council of the City of Natchitoches acknowledges that the Festival of Lights, which includes the Christmas Festival, is the single best known annual event that occurs in the City, and is very important to the City of Natchitoches and its citizens due to it's the economic impact that it has on the City; and

WHEREAS FURTHER, the HDBA has agreed to and will assume the role of planning, organizing and putting on the 2012 Festival of Lights, but is unable to assume this role without assistance of the City; and

WHEREAS FURTHER, in the past, the Natchitoches Chamber of Commerce has organized and put on the Festival of Lights, with assistance from the City; and

WHEREAS FURTHER, the HDBA and the City have divided the duties and responsibilities that are required to organize and put on the 2012 Festival of Lights, and desire to memorialize, in writing, the long standing agreement that existed between the City and the Natchitoches Chamber of Commerce as to the division of responsibilities with additional provisions; and

WHEREAS FURTHER, the City Council of the City of Natchitoches recognizes that neither the City nor the HDBA could undertake the Festival of Lights individually and that cooperation and division of labor is necessary to continue to offer a quality festival; and

WHEREAS FURTHER, the City and the HDBA have agreed to enter into a Cooperative Endeavor Agreement (sometimes hereinafter "CEA") under which the City and HDBA will each assume certain duties and responsibilities; and

WHEREAS FURTHER, under the CEA, the City will be responsible for the following:

- 1) providing police protection, including the additional personnel that is required for the Christmas Festival;
- 2) providing electrical service for all light displays, music equipment and other electronic devices that are utilized in the Festival of Lights;
- 3) erecting, installing stringing light displays in the downtown area, as well as the storage of all light displays;
- 4) providing sanitation services, including garbage pickup, debris pickup and providing port-o-potties on the riverbank for the duration of the Festival of Lights; and
- 5) setting up barricades, and providing and placing ticket booths as needed.

WHEREAS FURTHER, under the CEA, the HDBA will be responsible for the following:

- 1) arranging and paying for fireworks displays during the Festival of Lights;
- 2) providing music and/ or light shows associated with fireworks displays;
- 3) arranging and compensating musical performers during the Festival of Lights;
- 4) arranging and coordinating Christmas Festival parades;
- 5) providing additional port-a-potties for Christmas Festival weekend;
- 6) man admission ticket booths during the Festival of Lights;
- 7) provide additional amusements during Festival of Lights, including but not limited to "Snow Hill" and develop an agreement with the operators of any such amusements (to be approved by the City) that requires said operators to provide proof of insurance with limits of at least \$1,000,000.00 per incident and naming the City as additional insured;
- 8) take out an Event Insurance policy for the Friday, Saturday and Sunday of the Christmas Festival weekend which policy shall provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee, and coverage for any incident loss or claim related to the parade(s) or fireworks display;
- 9) provide an Event Insurance policy for any other time period where an admission fee is charged for access to the riverbank area by the HDBA, said policy to provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee;
- 10) arrange for food vendors, craft vendor, and other vendors and develop an agreement with any such vendors (to be approved by the City) that requires said vendors to provide proof of insurance and naming the City as additional insured; and

WHEREAS FURTHER, the City and the HDBA agree and acknowledge that the HDBA will charge an admission to certain events and activities during the Festival of Lights and may collect fees for vendor booth rentals, and that the funds collected will be used to defray the expenses incurred by the HDBA in meeting its obligations under this CEA; and

WHEREAS FURTHER, the HDBA agrees to provide the City with an annual budget reflecting the receipts and expenditures associated with the Festival of Lights, which said budget shall have reserve account to allow the HDBA to plan for the following year; and

WHEREAS FURTHER, the HDBA agrees to pay to the City the sum of \$12,000.00 as a base fee for the services provided by the City, and the parties further agree that any net profit over the sum of \$30,000.00 shall be divided among the HDBA and the City, one-half each; and

WHEREAS FURTHER, for the purposes of this CEA, net profit shall mean the total of all receipts, including, but not limited to admission fees, booth rentals to vendors, and other ticket sales collected by the HDBA, less all expenses of the HDBA related to the Festival of Lights; and

WHEREAS FURTHER, the HDBA shall require any and all vendors or any entity that provides entertainment, including but not limited to food vendors, craft vendors, any company offer firework displays, owner of equipment of "Snow Hill" or any other company offering entertainment to provide proof of insurance naming the City as an additional insured; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached Cooperative Endeavor Agreement and has approved the terms of same; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the CEA with the HDBA will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Cooperative Endeavor Agreement with the Historic District Business Association, Inc.

BE IT FURTHER ORDAINED that the terms of the Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.


THIS ORDINANCE was introduced on October 22, 2012 and published in the *Natchitoches Times* on October 26, 2012.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Nielsen, Stamey, Payne, Mims, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this the 13th day of November, 2012.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14th day of November, 2012 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

COOPERATIVE ENDEAVOR AGREEMENT

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS FURTHER, the Historic District Business Association, Inc. (sometimes hereinafter referred to as "HDBA") is a Louisiana not for profit corporation and has been designated as a 501C-6 entity by the IRS; and

WHEREAS FURTHER, the HDBA has an interest in promoting tourism in the Historic District and to that end the HDBA has undertaken the coordination and presentation of the 2012 Festival of Lights celebration in Natchitoches, Louisiana, assuming the role that the Natchitoches Chamber of Commerce has played in the past; and

WHEREAS FURTHER, the Festival of Lights has grown to include events and presentations that occur over a 50 day period, beginning November 17, 2012 and continuing through January 6, 2013; and

WHEREAS FURTHER, the City Council of the City of Natchitoches acknowledges that the Festival of Lights, which includes the Christmas Festival, is the single best known event that occurs in the City on an annual basis and is very important to the City of Natchitoches and its citizens due to its economic impact; and

WHEREAS FURTHER, the HDBA has agreed to and will assume the role of planning, organizing and putting on the 2012 Festival of Lights, but is unable to assume this role without assistance of the City; and

WHEREAS FURTHER, in the past, the Natchitoches Chamber of Commerce was organized and put on the Festival of Lights, with assistance from the City; and

WHEREAS FURTHER, the HDBA and the City have divided the duties and responsibilities that are required to organize and put on the 2012 Festival of Lights, and desire to memorialize, in writing, the long standing agreement that existed between the City and the Natchitoches Chamber of Commerce as to the division of responsibilities; and

WHEREAS FURTHER, the City Council of the City of Natchitoches recognizes that neither the City nor the HDBA could undertake the Festival of Lights individually and that cooperation and division of labor is necessary to continue to offer a quality festival; and

WHEREAS FURTHER, the City and the HDBA have agreed to enter into a Cooperative Endeavor Agreement (sometimes hereinafter "CEA") under which the City and HDBA will each assume certain duties and responsibilities; and

WHEREAS FURTHER, under the CEA, the City will be responsible for the following:

- 1) providing police protection, including the additional personnel that is required for the Christmas Festival;
- 2) providing electrical service for all light displays, music equipment and other electronic devices that are utilized in the Festival of Lights;
- 3) erecting, installing stringing light displays in the downtown area, as well as the storage of all light displays;
- 4) providing sanitation services, including garbage pickup, debris pickup and providing port-o-potties on the riverbank for the duration of the Festival of Lights; and
- 5) setting up barricades, and providing and placing ticket booths as needed.

WHEREAS FURTHER, under the CEA, the HDBA will be responsible for the following:

- 1) arranging and paying for fireworks displays during the Festival of Lights;
- 2) providing music and/ or light shows associated with fireworks displays;
- 3) arranging and compensating musical performers during the Festival of Lights;
- 4) arranging and coordinating Christmas Festival parades;
- 5) providing additional port-a-potties for Christmas Festival weekend;
- 6) man admission ticket booths during the Festival of Lights;
- 7) provide additional amusements during Festival of Lights, including but not limited to "Snow Hill";
- 8) take out an Event Insurance policy for the Friday, Saturday and Sunday of the Christmas Festival weekend, and
- 9) arrange for food and other vendors and develop an agreement with any such vendors (to be approved by the City) that requires vendors to have insurance.

WHEREAS FURTHER, the City and the HDBA agree and acknowledge that the HDBA will charge an admission to certain events and activities during the Festival of Lights and may collect fees for vendor booth rentals, and that the funds collected will be used to defray the expenses incurred by the HDBA in meeting its obligations under this CEA; and

WHEREAS FURTHER, the HDBA agrees to provide the City with an annual budget reflecting the receipts and expenditures associated with the Festival of Lights, which said budget shall have reserve account to allow the HDBA to plan for the following year; and

WHEREAS FURTHER, the HDBA shall require any and all vendors or any entity that provides entertainment, including but not limited to food vendors, craft vendors, any company offer firework displays, owner of equipment of "Snow Hill" or any other company offering entertainment to provide proof of insurance naming the City as an additional insured; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the CEA with the HDBA will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, the HDBA is authorized to enter into this agreement as evidenced by the attached corporate resolution; and

WHEREAS FURTHER, the HDBA is of the opinion that its assistance with the planning, promotion and organization of the Festival of Lights will benefit the businesses located in the Historic District and will further benefit the business community of the City of Natchitoches, in general; and

WHEREAS FURTHER, the City and the Authority desire to enter into a Cooperative Agreement under which the entities will divide responsibilities and for a successful Festival of Lights; and

NOW THEREFORE, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance Number 48 of 2012, and the Historic District Business Association, Inc., represented herein by Phyllis Stroud, duly authorized to act herein pursuant to the attached resolution, do hereby enter into the following agreement:

(1) City and HDBA agree to cooperate and divide duties and responsibilities for the 2012 Festival of Lights.

(2) The City will be responsible for the following:

- a) providing police protection, including the additional personnel that is required for the Christmas Festival;
- b) providing electrical service for all light displays, music equipment and other electronic devices that are utilized in the Festival of Lights;
- c) erecting, installing stringing light displays in the downtown area, as well as the storage of all light displays;
- d) providing sanitation services, including garbage pickup, debris pickup and providing port-o-potties on the riverbank for the duration of the Festival of Lights; and
- e) setting up barricades, and providing and placing ticket booths as needed.

(3) The HDBA will be responsible for the following:

- a) arranging and paying for fireworks displays during the Festival of Lights;
- b) providing music and/ or light shows associated with fireworks displays;
- c) arranging and compensating musical performers during the Festival of Lights;
- d) arranging and coordinating Christmas Festival parades;
- e) providing additional port-a-potties for Christmas Festival weekend;
- f) man admission ticket booths during the Festival of Lights;
- g) provide additional amusements during Festival of Lights, including but not limited to "Snow Hill" and develop an agreement with the operators of any such amusements (to be approved by the City) that requires said operators to provide proof of insurance with limits of at least \$1,000,000.00 per incident and naming the City as additional insured;
- h) take out an Event Insurance policy for the Friday, Saturday and Sunday of the Christmas Festival weekend which policy shall provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee, and coverage for any incident loss or claim related to the parade(s) or fireworks display;

- i) provide an Event Insurance policy for any other time period where an admission fee is charged for access to the riverbank area by the HDBA, said policy to provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee; and
- j) arrange for food vendors, craft vendor, and other vendors and develop an agreement with any such vendors (to be approved by the City) that requires said vendors to provide proof of insurance and naming the City as additional insured.

(4) The City and the HDBA agree and acknowledge that the HDBA will charge an admission to certain events and activities during the Festival of Lights and may collect fees for vendor booth rentals, and that the funds collected will be used to defray the expenses incurred by the HDBA in meeting its obligations under this CEA.

(5) The HDBA agrees to provide the City with an annual budget reflecting the receipts and expenditures associated with the Festival of Lights, which said budget shall have reserve account to allow the HDBA to plan for the following year; and

(6) The HDBA agrees to pay to the City the sum of \$12,000.00 as a base fee for the services provided by the City, and the parties further agree that any net profit over the sum of \$30,000.00 shall be divided among the HDBA and the City, one-half each (for the purposes of this CEA, net profit shall mean the total of all receipts, including, but not limited to admission fees, booth rentals to vendors, and other ticket sales collected by the HDBA, less all expenses of the HDBA related to the Festival of Lights).

(7) The City will be responsible for carrying general liability insurance. Specifically, the City will maintain and agrees to carry a general liability insurance policy, including, but not limited to, coverage for injuries, death or loss of property, with minimum coverage of \$1,000,000.00, and the City will cause the NHF to be named as an additional insured on that policy of insurance

(8) This Agreement may be extended on an annual basis with the written agreement of the parties hereto.

(9) It is understood and agreed that this is a contract, for services, and the employees, agents, representatives, and all other persons connected with the HDBA shall not be considered to be employees of the City of Natchitoches, in any respect.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 28th day of November, 2012.

ATTEST:

Stacy McNeary

CITY OF NATCHITOCHES, LOUISIANA

Lee Posey
by: Mayor Lee Posey

HISTORIC DISTRICT BUSINESS
ASSOCIATION, INC.

Stacy McNeary

Shyllis Stroud, pres.
by:

E. R. Lee Edd R. Lee
NOTARY PUBLIC ID 15749

Mr. Payne stated the he has reviewed the agreement and doesn't find any financial reimbursement for the public works, the electrical or the police department. Mr. Pat Jones explained that there is a reimbursement listed as a percentage of the profit at the end of the year. Mr. Jones further explained that with HDBA taking over, we discussed this and it was hard to put a dollar amount. Mayor Posey stated that the HDBA taking over from the Chamber seems to be working with a Festival Committee and that any profits they have, it is agreed that they will use these funds to make next year's festival better. Mr. Payne also stated that he has a suggestion. He stated that the council needs to do something for the children in the schools to get arm bands, maybe k through 8th grade. He suggested that we think about doing something like this for the school kids to help the parents out this time of the year. In doing this you will have more parent out, spending more money and the City needs to look into this and see if it is feasible. Mayor Posey stated that this is certainly something to visit with them about because if you get kids there, you have got to have parents, so it's something to be looked at. David Stamey added that along with what Mr. Payne is saying, he was formerly on the Chamber Committee and one thing they done was to cut them a little slack for the first year making it a percentage but as we moved into the future, we wanted harder numbers. Next year, under the HDBA, we expect to move from this percentage deal and see if we can get a figure to cover some of the costs and expenses by the City. Mr. Payne stated he thought it was more important to do something for the school kids. Mr. Stamey also stated that they did talk about putting some of the money back into upgrading the electrical on the river bank to support more outlets and such. Mr. Stamey continued that they typically meet in January as a review and he believes this would be the best time to bring up the tickets for the children. Mr. Payne stated that anything we can do for the kid will help. Mayor Posey announced that the Holiday Trail of Lights is coming up and the finalization of the Bi-Centennial Celebration. Jay Dardene and the Lt. Governor will be in town this weekend. We will have fire works, the lights kicking off and it's free and it will be a big weekend. Mayor Posey stated that there will be seven different fireworks going off this year. Mr. Stamey stated that they have been able to do some of these free because they have come up with sponsors. The NHDDC is putting up \$5000.00 for this weekend that helps with the fireworks and keeps it free. Mayor Posey stated that the HDBA have hired a marketing fund raising person to help with the bands, parade and entertainment. The fireworks will be special and different this year. Everyone is excited about festival day.

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Payne as follows, to -wit:

RESOLUTION NO. 100 OF 2012

**A RESOLUTION AUTHORIZING A ONE-TIME
SALARY SUPPLEMENT PAYMENT TO THE
CITY OF NATCHITOCHES EMPLOYEES**

WHEREAS, the City of Natchitoches recognizes the need to increase the compensation of its employees; and

WHEREAS, due to the City employees maintaining a safe work environment and not utilizing the Worker's Compensation Fund throughout the year, there exists a sufficient surplus in the Worker's Compensation fund of the City Natchitoches to make a one-time salary supplement payment of \$500.00 to the regular full time employees and \$250.00 to the regular part-time (non-seasonal) employees; and

WHEREAS, because the source of this salary supplement would be an accumulated surplus in the Worker's Compensation Fund, and not a recurring revenue source, it would not be fiscally responsible to make this payment anything other than a one-time event for this fiscal year only, and which payment would not become a part of any employee's base salary or salary schedule; and

WHEREAS, this one-time salary supplement is not a bonus for work already performed, but is intended as future earned compensation for the remainder of this fiscal year; and

WHEREAS, this payment is for personnel employed as of November 1, 2012 and will be prorated based on the length of service for the previous twelve months.


NOW, THEREFORE BE IT RESOLVED, that this salary supplement shall be a one-time payment this fiscal year only; and not an annual event, and shall not become a part of any employee's base salary or salary schedule.

BE IT FURTHER RESOLVED, that this one-time payment is not a bonus for work already performed, but is intended as future earned compensation for the remainder of this fiscal year.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Morrow, Payne, Nielsen, Mims, Stamey
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13nd day of November, 2012.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 101 OF 2012

A RESOLUTION AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE A NOTICE OF AWARD TO RUTLEDGE ROAD BORING FOR SOUTH DRIVE MANHOLE REPAIRS, AS THE SUCCESSFUL RESPONDENT TO A REQUEST FOR PROPOSALS ISSUED BY THE CITY OF NATCHITOCHES, LOUISIANA

WHEREAS, the City of Natchitoches (CITY) issued a request for proposals for repairs to manholes located on South Drive, in Natchitoches, Louisiana; and

WHEREAS FURTHER, the City received two proposals in response to the request for proposals, and after a review of same, the Engineer, K. Randall Smoak, recommended that the project be awarded to the low bidder, Rutledge Road Boring in the amount of \$57,417.00; and

WHEREAS FURTHER, the City Council has reviewed the responses to the request for proposals and the recommendation of the Engineer and agrees with the recommendation of the Engineer and does desire to authorize the Mayor to execute a Notice of Award to Rutledge Road Boring on behalf of the CITY;

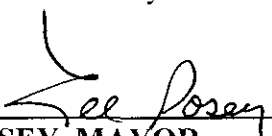
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches, in legal session convened, does hereby authorize, empower, and direct the Honorable Lee Posey, Mayor, to execute a Notice of Award on behalf of the City of Natchitoches, notifying Rutledge Road Boring that its proposal has been accepted in the amount of \$57,417.00.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0

Nays this the 13nd day of November, 2012.



LEE POSEY, MAYOR


**CITY OF NATCHITOCHES
SOUTH DRIVE
MANHOLE REPAIR PROJECT**

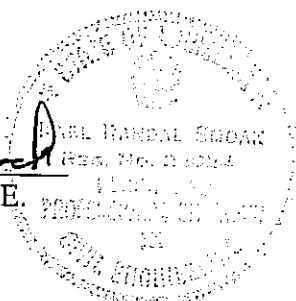
**BID DATE: OCTOBER 23, 2012
BID TIME: 2:00 P.M.**

LICENSE #	CONTRACTOR	AMOUNT OF BID
43183	RUTLEDGE ROAD BORING Natchitoches, Louisiana	\$57,417
53776	ASB UTILITY CONSTRUCTION, LLC Shreveport, Louisiana	\$59,400

**COTHREN, GRAFF, SMOAK ENGINEERING, INC.
6305 Westport Avenue, Shreveport, Louisiana 71129
318-687-3732**

We certify this to be a true and correct tabulation of bids received October 23, 2012.


K. Randal Smoak, P.E.



The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Payne as follows, to –wit:

RESOLUTION NO. 102 OF 2012

A RESOLUTION APPROVING THE TRANSFER OF A FRANCHISE AGREEMENT FROM NATCHITOCHES CANE RIVER TRANSIT COMPANY, LLC TO NATCHITOCHES CARRIAGE COMPANY, LLC INCLUDING THE AUTHORIZATION OF THE MAYOR TO EXECUTE AN INSTRUMENT APPROVING THE ASSIGNMENT OF THE FRANCHISE AGREEMENT.

WHEREAS, by Ordinance 70 of 2002, dated the 10TH day of October 2005, the City Council of the City of Natchitoches granted a horse drawn carriage franchise to Southern Carriage Tours, and further authorized the Mayor of the City of Natchitoches to execute the Franchise Agreement on behalf of the City of Natchitoches; and

WHEREAS FURTHER, this franchise was assigned to Natchitoches Cane River Transit Company, LLC, as authorized by the City Council of the City of Natchitoches by Resolution 22 of 2006; and

WHEREAS FURTHER, Natchitoches Cane River Transit Company, LLC, desires to transfer and assign the Franchise Agreement to Natchitoches Carriage Company, LLC; and

WHEREAS FURTHER, the original Franchise Agreement provides that the Franchise is not assignable without the express written approval of the City Council of the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the best interest of the City of Natchitoches to have continued operation of horse drawn carriages in the City of Natchitoches; and

NOW THEREFORE BE IT RESOLVED by the City Council in legal session convened that it does hereby approve the transfer of the Franchise Agreement with Natchitoches Cane River Transit Company, LLC, authorized by Ordinance 70 of 2002 to Natchitoches Carriage Company, LLC.

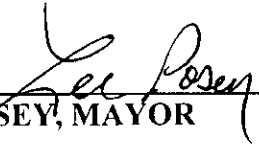
BE IT FURTHER RESOLVED that it is understood that the assignee will operate under the Franchise Agreement according to the terms and conditions of the original Franchise Agreement, and it is further understood that the new owner will abide by all terms and conditions of the original Franchise Agreement.

BE IT FURTHER RESOLVED that the Mayor, Lee Posey, is hereby authorized to execute an instrument approving this assignment, and that same be recorded in the Records of Natchitoches Parish, Louisiana.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Stamey, Payne, Nielsen, Mims, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to
0 Nays this the 13nd day of November, 2012.



LEE POSEY, MAYOR

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

CONSENT TO ASSIGNMENT OF FRANCHISE AGREEMENT

BE IT KNOWN, that on this the days and at the places indicated below, before the undersigned Notaries Public and subscribing witnesses, personally came and appeared:

The **CITY OF NATCHITOCHES** a Louisiana Municipal Corporation represented herein by Lee Posey, Mayor, duly authorized to act herein pursuant to a Resolution passed by the City Council on the 13 day of Nov, 2012, a copy of which is attached hereto and made a part hereof;

who declared as follows, to-wit:

The City of Natchitoches authorized a Horse Drawn Carriage Franchise Agreement with Southern Carriage Tours, by Ordinance 70 of 2002, passed October 10th, 2005.

Southern Carriage Tours assigned the agreement to Natchitoches Cane River Transit Company, LLC in 2006.

Natchitoches Cane River Transit Company, LLC has agreed to transfer and assign the above referenced Franchise Agreement to Natchitoches Carriage Company, LLC.

The City of Natchitoches, through its undersigned Mayor, does hereby agree and consents to the assignment from Natchitoches Cane River Transit Company, LLC to Natchitoches Carriage Company, LLC.

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on the 20 day of November, 2012, at Natchitoches, Louisiana.

WITNESSES:

Stacy McQuary

Hannah Runt-Wenniger

THE CITY OF NATCHITOCHES

By: Lee Posey
Lee Posey, MAYOR

Em R Lee Edd R. Lee
NOTARY PUBLIC 15749

Amy Hastings introduced herself and stated that she just bought the company from Ross and Dawn Wells. Ms. Hastings stated that Mr. and Mrs. Wells are quite busy and she has been working for the Wells for 10 years and she will now be an owner/operator of the company. Ms. Hastings also announced that she has had the City included on her insurance and has provided a copy of the certificate. Attorney, Tommy Murchison stated that there are actually two franchises. This one is just an assignment and there will be a follow-up where we grant a new franchise, one for the horse drawn carriages and the other for the motorized trolleys. Mayor Posey asked about the boat franchise. Mr. Murchison stated that the boat was Randy Zeigler and that is a different franchise agreement. Ms. Hastings asked if the boat franchise agreement stated that they had to operate year-round. Mr. Murchison stated that there are three different franchise agreements. Mayor Posey stated that there was a paddle boat franchise also, but Mr. Zeigler is talking about more of a party barge type cruise. With no further discussion, the roll call vote was as follows:

RESOLUTION NOS. 103 AND 104 MOVED TO FUTURE DATE

(Per Mayor Posey)

DOTD to host Public Hearing

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO 105 OF 2012

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH CUNNINGHAM AGENCY, INC.
FOR THE AIRPORT LIABILITY INSURANCE
FOR THE CITY OF NATCHITOCHES**

WHEREAS, the Insurance Committee has reviewed the proposals submitted for the Airport Liability Insurance for the City of Natchitoches and recommend the contract be awarded to Cunningham Agency, Inc. of Louisiana with an annual premium of **\$5,300.00** for the period January 10, 2013 through January 10, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for the execution of this contract.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Morrow, Stamey, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13nd day of November, 2012.



LEE POSEY, MAYOR



ace group

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury---in concurrence with the Secretary of State, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.


YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

_____ I hereby elect to purchase terrorism coverage for a prospective premium of **\$530**

☒ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.


Policyholder/Applicant's Signature

ACE PROPERTY AND CASUALTY INSURANCE COMPANY
Insurance Company

City of Natchitoches
Print Name

Date 11-14-12

Mayor Posey announced that the City of Natchitoches will be closed Thursday, November 22 and Friday, November 23 for the Thanksgiving Holidays. Mayor Posey stated that the hoped everyone would have a good long weekend and enjoy your holidays.

With no further discussion, the Mayor made a motion to adjournment and all were in favor.
The meeting was adjourned at 6:07 p.m.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE